

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**BOARD OF WATER WORKS TRUSTEES OF THE CITY OF
COUNCIL BLUFFS, IOWA, "EMPLOYER"**

AND

**THE ASSOCIATION OF WATER WORKS EMPLOYEES OF
COUNCIL BLUFFS AFSCME COUNCIL 61, LOCAL 3642,
"EMPLOYEES"**

EFFECTIVE

JANUARY 1, 2003 THROUGH DECEMBER 31, 2007

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THIS AGREEMENT entered into by the BOARD OF WATER WORKS TRUSTEES of the City of Council Bluffs, hereinafter referred to as the "Employer", and THE ASSOCIATION OF WATER WORKS EMPLOYEES OF COUNCIL BLUFFS/AFSCME COUNCIL 61, Local 3642, hereinafter referred to as the "Union", has, as its purpose, the promotion of harmonious relations between the Employer and its Employees; the establishment of an equitable and peaceful procedure for the hours of work and other conditions of employment as specified in the Public Employees Relations Act; Chapter 20 of the Code of Iowa and those provisions as specified herein.

ARTICLE I

HOURS AND SUPPLEMENTAL PAY

SECTION 1.

The workweek for employees on an eight (8) hour day work schedule shall consist of five (5) consecutive eight (8) hour days. The hours or days of such work shifts shall not be split except for garage employees and plant operators or employees in other classifications who relieve garage employees and plant operators. The workweek for employees on a twelve (12) hour workday schedule shall consist of four (4) days within their workweek. The Employer shall issue specific work schedules for all employees. In the event the work schedule is changed, the Employer shall give the effected employee as much advance notice as is possible.

SECTION 2.

The Employer shall determine when overtime is necessary and assigns the employees to overtime work as is deemed in the best interest of the employer. Overtime shall consist of all hours worked from the end of the last hour of the proceeding scheduled workday to the beginning of the first hour of the next scheduled workday. Overtime shall be compensated at the rate of one and one-half (1 ½) times the employee's regular rate of pay. Employees working overtime shall have the option of receiving time off equivalent to overtime pay, within the pay period of the occurrence and subject to the approval of the employee's supervisor. Failure of the employee to work assigned overtime may subject the employee to disciplinary action.

SECTION 3.

In no event will overtime be paid more than once for the same hours worked.

SECTION 4.

Employees in the Purification Department who are called back after regular working hours and report for duty will receive a minimum of two (2) hours straight time pay for the workweek. All employees who are called back to work and report for duty after their regular scheduled working hours shall receive a minimum of four (4) hours straight time pay if greater than the overtime rate.

SECTION 5.

In the event any employees are required to work outside their regular work schedule on a Sunday, they shall be paid double time for all hours actually worked.

SECTION 6.

In addition to eight (8) hours holiday pay, employees who work on a scheduled holiday shall receive one and one-half (1 ½) times their regular rate of pay for all hours worked during their regularly scheduled work day and two and one-half (2 ½) times their regular rate of pay for all hours worked in excess of the regularly scheduled work day.

SECTION 7.

There shall be no pyramiding of overtime.

ARTICLE II

SICK LEAVE

SECTION 1.

One hundred four (104) hours sick leave will be granted after one full year service. Thereafter, sick leave shall accumulate at the rate of four (4) hours for each full pay period worked without sick leave use until a total of two hundred forty (240) hours is accumulated. If all

or any part of any employee's sick leave is used, further accumulation shall accrue until a total of two hundred forty (240) hours is attained.

SECTION 2.

Sick leave will be paid:

- a. At the rate of 100% of the employee's salary in each case where a doctor's certificate is provided by employee; or
- b. In those cases where no doctor's certificate is provided, sick leave will be paid at the rate of seventy-five percent (75%) of the employee's salary, subject to the provisions of Section 3 below.

Employees may use up to forty (40) hours per year of accrued sick leave in those cases where it is necessary for the employee to care for an ill or injured child or spouse.

SECTION 3.

A medical doctor's certificate affirming the inability of an employee to work shall be furnished to the Employer by the employee; after the second consecutive day of sick leave; or after three (3) "single day" sick leaves have been granted an employee during any calendar year, before the employee is paid for any additional absence due to sickness. In order to be eligible for sick leave pay, employees on an eight (8) hour work day schedule must notify the Employer at least fifteen (15) minutes prior to the beginning of the employee's work schedule.

SECTION 4.

The Employer shall provide employees a disability plan with terms and conditions comparable to those set forth in Schedule C attached to this contract and by reference made a part of this contract. The disability plan shall pay 75% of the employee's gross earnings, up to a maximum of \$600.00 per week.

When an employee has accumulated 240 hours of sick leave, pursuant to Section 1 above, he/she shall be entitled to begin to accumulate up to a maximum of eighty (80) hours of "Disability Plan Sick Leave". Disability Plan Sick Leave shall accrue at the rate of 4 hours for

each full pay period worked if the employee has maintained 240 hours of regular sick leave. Disability Plan Sick Leave will not accrue in any period where the employee has less than 240 hours of regular sick leave. Disability Plan Sick Leave may be used by an employee in the same manner as regular sick leave when an employee returns to work after receiving disability benefits under Schedule "C" and has exhausted all of his/her regular sick leave. Disability Plan Sick Leave shall be recorded separately from regular sick leave.

SECTION 5.

Sick leave will be allowed only for those reasons specifically authorized in Section 2 above. Misuse of sick leave by an employee shall cause him or her to forfeit all of his accumulated sick leave credit.

SECTION 6.

In order to be eligible for sick leave pay, Employees on a twelve (12) hour work day schedule shall give at least one (1) hour notice to their department head prior to the beginning of the employee's work schedule. Employees shall give at least four (4) hours notice to the department head prior to returning to work. Failure to give such notice will result in their being sent home without pay if another employee has been requested to work the hours of the regular employee.

SECTION 7.

Every employee shall call in daily requesting sick leave during an illness unless the department head waives this requirement in specific cases.

SECTION 8.

FMLA Leave shall be granted as provided by federal law. Eligible employees must use any accrued vacation and sick leave time during FMLA leave.

ARTICLE III

HOLIDAYS

SECTION 1.

Holidays for the time covered by this contract shall be observed as follows:

- a. Independence Day
- b. Labor Day
- c. Thanksgiving Day
- d. Day after Thanksgiving Day
- e. Veterans Day
- f. Christmas Day
- g. Christmas Eve: When Christmas Eve falls on either Monday, Tuesday, Wednesday or Thursday, it shall be observed as the holiday. In all other years, the Christmas Eve holiday shall be observed as an additional eight (8) hour floating holiday (as set forth in Section 4 of this Article) in lieu of the actual Christmas Eve holiday.
- h. New Year's Day
- i. President's Day
- j. Memorial Day

All holidays shall be observed from midnight the preceding day to midnight of the specified holiday.

SECTION 2.

Except for Christmas Eve day, all holidays which fall on Saturday shall be observed on the preceding Friday and all holidays which fall on Sunday shall be observed on the following Monday except for plant operators and garage men, who will observe holidays on the actual day of occurrence.

SECTION 3.

All employees shall receive eight (8) hours of straight time pay, provided the employee has worked his or her last scheduled day before the holiday and their first scheduled day

following the holiday. Eligible employees who work a holiday shall receive overtime pay pursuant to the provisions of Article I of this contract. Employees who are scheduled to work the holiday or the day before or day after the holiday, and call in sick will not receive the eight (8) hours of holiday pay unless they furnish a medical doctor's certificate (see Section 3 of Article II, Sick Leave) affirming the inability of the employee to work on their scheduled work day.

SECTION 4.

In addition to the holidays specified in Section 1 of this Article, each employee who has more than six (6) months continuous service shall be allowed eight (8) hours off as a floating holiday with pay; such day off to be taken at such time as may be negotiated in writing between such employee and the manager of his or her department at least twenty-four hours before the day such employee desires to take off. The floating holiday may be taken in increments of no less than four (4) hours.

SECTION 5.

If a holiday falls on employee's scheduled day off or vacation, such employee will be paid for the holiday or given equivalent time off with pay if such arrangement is approved in writing with the employee's Department Head.

ARTICLE IV

INSURANCE

Upon completion of the probationary period, each employee receives a \$15,000.00 term life insurance policy, hospital, medical, and major medical insurance policies. Insurance coverage shall be equivalent to the 2002 Alternate Medical Plan available through United Healthcare of the Midlands. The premiums, on these policies, are paid by the Employer and cover the employees only. On January 1, 2003, the Employer shall provide employees with a voluntary 125 medical flexible spending (cafeteria) plan. Employees who desire life insurance coverage for their spouse and children at their own cost may add them to their policies and have the

premiums deducted from their pay. Employer will pay 100% of the monthly premium for health and dental insurance coverage for the employee.

From January 1, 2003 through December 31, 2003, the Employer will pay 75% of the monthly premium for health and dental insurance coverage for an employee's spouse and children. From January 1, 2004 through December 31, 2004, the Employer will pay 80% of the monthly premium for health and dental insurance coverage for an employee's spouse and children. From January 1, 2005 through December 31, 2005, the Employer will pay 85% of the monthly premium for health and dental insurance coverage for an employee's spouse and children. From January 1, 2006 through December 31, 2006, the Employer will pay 85% of the monthly premium for health and dental insurance coverage for an employee's spouse and children. From January 1, 2007 through December 31, 2007, the Employer will pay 85% of the monthly premium for health and dental insurance coverage for an employee's spouse and children.

Workers' Compensation Insurance is paid for by the Water Works. In order to receive these benefits, the employee must report on-the-job accidents immediately to his/her supervisor so that an injury report can be filed. For employees who receive workers' compensation for job related injuries, the Employer shall pay one-half (½) of the difference between the workers' compensation and the employee's rate of pay. The employee shall have the right to use sick leave to make up the remaining difference.

ARTICLE V

WAGES

The salary schedule is set forth in Schedule A attached to this Agreement. Effective January 1, 2003, all employees will receive a 2% per hour wage increase. Effective January 1, 2004, all employees will receive a 2% per hour wage increase. Effective January 1, 2005, all employees will receive a 2% per hour wage increase. Effective January 1, 2006, all employees will receive a 3% per hour wage increase. Effective January 1, 2007, all employees will receive a 4% per hour wage increase.

The wages and steps so established are minimum. Employer reserves the right to pay rates higher than such negotiated rates for meritorious service by an employee. Employer agrees to establish a non-mandatory direct deposit program for employees.

ARTICLE VI

LONGEVITY

The longevity steps are set out in Schedule B attached to this Agreement.

ARTICLE VII

LUNCH AND REST PERIODS

Employees who work an eight and one-half (8 ½) hour day schedule will begin their one-half (½) hour lunch break between 11:00 A.M. and 1:00 P.M. at the job site, or as assigned by their supervisor. In the event of an emergency, Employees will work until such time as the emergency is resolved. Should this time be past the above scheduled lunch break hours, the employee will work until the end of the scheduled work day or, in the case of overtime hours, until released by management, and will receive one-half (½) hour of overtime pay for the missed lunch period.

Two (2) fifteen (15) minute rest periods are granted to employees each day to be taken at the job site near mid-morning and mid-afternoon at the direction of their supervisor and consistent with their work schedule.

ARTICLE VIII

EVALUATION PROCEDURES

Within two (2) weeks of an employee's date for a merit raise consideration, but at least once each year, the department head shall arrange for a discussion with the employee. The employee will be given a job evaluation sheet signed by the department head, which indicates the past performance of the employee. The evaluation will be based on such factors as attitude, ability, work habits, job performance, initiative and personal relations. Merit raises will be based on this evaluation. The employee, upon receiving the written evaluation, shall sign a receipt for

it. In the event the employee's performance falls below acceptable standards as determined by the Employer, he shall be notified, in writing, of the specific area or areas where his performance is below acceptable standards. If the employee fails to improve within three months after receiving said notification, he may be transferred or terminated. The employee shall have a right to place his comments on the evaluation sheet at the time of evaluation discussion.

ARTICLE IX

DISCIPLINE AND DISCHARGE

SECTION 1: DISCIPLINE.

Disciplinary action, including oral reprimand, written reprimand, demotion, and discharge (notice to be given in writing), may be taken by the Employer whenever an employee violates a work rule or fails to fulfill his responsibilities as an employee.

Any disciplinary action may be processed through the grievance procedure.

Minor unsafe work practices shall be disciplined in the following manner:

1. A verbal warning will be given by management upon the employee's first unsafe act.
2. A written warning will be given for the next unsafe act.
3. The third unsafe act will be disciplined by an eight (8) hour suspension without pay and another written warning.
4. A fourth safety violation will result in the permanent discharge of the employee if this violation has occurred within one calendar year of the first written warning.

Serious unsafe work practices may result in immediate suspension or discharge.

The kind of disciplinary action taken will depend on the seriousness of the offense or the number of offenses.

SECTION 2: DISCHARGE.

If the Employer feels there is just cause for discharge, the employee involved will first be suspended for forty (40) work hours prior to such discharge.

The employee shall have the right to take up the suspension and/or discharge as a grievance at the third step of the grievance procedure.

The employer must initiate any disciplinary measures referred to herein within one (1) year from the date of any claimed violation otherwise such violation will be deemed to have been waived by the Employer.

ARTICLE X

GRIEVANCE

SECTION 1: GRIEVANCE.

A grievance is defined as; a complaint arising out of alleged violations concerning the application of, interpretation or compliance with the provisions of this agreement. A grievance may be filed and processed in accordance with the specified procedure and steps by any employee within the Bargaining Unit; provided, the failure of an employee to file a grievance shall not be considered evidence of contractual intent.

No member or group of members of the Bargaining Unit may refuse to follow direction pending the outcome of a grievance.

SECTION 2: PROCEDURE.

The following procedure shall be used in the submission for grievance as defined in Section 1 hereof:

- Step 1. Should a grievance matter arise, the employee will discuss the matter with his department head within five (5) working days from the date the events giving rise to the grievance occurred or the date the grievant first became aware of such events.
- Step 2. Should the matter remain unresolved, the employee shall put the grievance in writing within one (1) working day of the oral discussion. One copy of the written grievance shall be given to the department head and another to the Union President. Within two (2) working days of receiving the written

grievance, the department head shall issue a written reply to the employee concerned, with a copy to the Union President.

Step 3. Should this be unsatisfactory to the employee, within five working days he and a Union representative will orally discuss the matter with the General Manager and the department head concerned. The General Manager will issue to the grievant and the Union President a written answer within five (5) working days of the meeting.

Step 4. If not resolved, the grievance may be submitted to arbitration within ten (10) working days after the decision in Step No. 3 or, if no decision has been made, said grievance may be submitted to arbitration by submitting written notice to the General Manager. Such notice shall specify the sections of the rules and regulations and/or the agreement alleged to have been violated. The parties shall, within five (5) working days of the date of the written notice, meet to attempt to mutually agree on an arbitrator. If they are unable to agree on an arbitrator, they shall within one (1) working day of such meeting jointly request that the Federal Mediation and Conciliation Services or the Public Employment Relations Board submit to the parties a list of arbitrators. Within five (5) working days of receipt of the list of arbitrators, the parties shall meet for the purpose of selecting an arbitrator from the furnished list, which shall be accomplished by alternatively striking names. The first strike shall be determined by a coin toss.

SECTION 3: ARBITRATION.

The arbitrator's decision shall be final and binding. The authority of the arbitrator is limited to matters of interpretation or application of the expressed provisions of this agreement and shall have no power or authority to add to, subtract from, or modify any of the terms or provisions of this agreement or issue a ruling in conflict with state law. In the event the arbitrator finds that he has no authority or power to rule in the case, the matter shall be referred back to the

parties without decision or recommendation on the merits of the case. The arbitrator shall be requested by the parties to issue his decision within thirty (30) calendar days after the conclusion of the hearing.

The arbitrator's fee and expenses shall be shared equally by the Employer and the party requesting arbitration. Each party shall be responsible for compensating their own representative and witnesses. If a party desires that a record of the testimony be made at the proceedings, it may cause such a record be made at its expense.

SECTION 4: TIME LIMITATION.

Any time limitation provided herein may be waived or extended in writing by mutual agreement of the parties. As used herein, a working day is considered a 24 hour period within the Grievant's work week from midnight to midnight.

If the grieving party fails to comply with any time limitations or extensions thereof, absent written waiver of the same, the grievance shall automatically be resolved in favor of the Company. If the Company fails to comply with any time limitations or extensions thereof, absent written waiver of the same, the grievance shall automatically move to the next step.

SECTION 5: EXCHANGE OF INFORMATION.

The Union and Employer agree that it is incumbent upon all the parties to share all available information regarding grievances and to that end both agree that at each step of the grievance procedure, the parties will provide to each other copies of any written statements of witnesses, if they exist, and a list of all witnesses who have knowledge regarding the grievance. If the grievance goes to arbitration, both sides at least twenty-four (24) hours prior to the arbitration hearing shall exchange a list of the exhibits and witnesses each side intends to produce at the time of trial with a short statement of each witness's testimony.

ARTICLE XI
HEALTH AND SAFETY

Safety rules and practices to protect the health and well being of the employees shall conform to guidelines as set forth in the American Water Works Association Safety Manual entitled "Safety Practice for Water Works Utilities" and meet the requirements of applicable valid state and federal laws. A four (4) member safety committee will be established composed of two members to be appointed by the Employer and two members to be appointed by the Union. The purpose of such committee will be to maintain safe equipment and working conditions for the employees. The committee shall follow the procedures set down by the General Manager of Employer.

None of the statements made at the Health and Safety Committee meetings shall be used as the basis for imposing discipline on any employee involved in a work related accident.

The Employer will authorize the payment of \$10.00 for each pair of steel toed boots for use on the job. In order to receive the payment the employee must present the Employer with a receipt for each purchase.

ARTICLE XII
IN SERVICE TRAINING

Training shall be done primarily by the senior employees, crew leader, and supervisor, showing or telling the novice employee how the work is done and may be supplemented by guidance from the department head or assistant department head. In some cases, it may be necessary for the employee to attend special schools to learn the particular knowledge required. Time spent in attendance at special schools shall be counted toward hours worked. The employee's tuition, books and fees and out-of-pocket expenses, except for meals, will be paid by Employer for such schools. Upon presentation of receipts, employee will receive up to \$15.00 per diem for meals. Employer will provide transportation to and from all special schools for training outside the Council Bluffs/Omaha area.

ARTICLE XIII
SENIORITY AND TRANSFER PROCEDURE AND
PROCEDURES FOR STAFF REDUCTION

It is agreed that seniority rights shall be recognized within job classifications. Seniority rights earned in one classification will not be recognized when an employee transfers to another classification, but his seniority in the classification from which he transferred shall stand and continue to accrue.

Any employee who is discharged for just cause, quits, or resigns his position thereby surrenders and forfeits all rights to his or her seniority. Seniority rights will cease twelve (12) months after layoff, and employees shall not accrue seniority while on layoff.

In the event it becomes necessary to lay off employees for any reason, employees shall be laid off in the inverse order of their seniority in classification. Employees shall be recalled in the order of their seniority in classification. A senior employee displaced under the provisions of this article shall have the right to displace a junior employee in any classification that he formerly held.

The Employer agrees to post all job openings within the Bargaining Unit, such notices to be posted sufficiently in advance to allow any employee who may be qualified to make application for such opening or to make application for transfer to such opening.

ARTICLE XIV
PROBATIONARY PERIOD

The probationary period shall be six (6) months.

ARTICLE XV
LEAVE OF ABSENCE

A leave of absence without pay may be granted for occupational and non-occupational disability for a period not to exceed six (6) months. Employees on any approved leave of absence shall not lose their seniority rights during said leave. No unpaid leave of absence will be granted until the employee has exhausted all accumulated vacation.

ARTICLE XVI

MATERNITY LEAVE

Maternity leave shall qualify for and be subject to sick leave as provided in this agreement. In the event an employee is physically unable to return to work and has used all of the employee's sick leave, the employee must apply for a leave of absence as provided in this contract.

ARTICLE XVII

MILITARY LEAVE

The Employer agrees to provide all regular employees who are members of the Iowa National Guard or any unit of the Armed Forces of the United States all benefits due such an employee as set out under federal and state law.

ARTICLE XVIII

PERSONAL TIME

It is realized that on occasions some time off may be needed for personal reasons, such as emergencies at home, etc. Arrangements shall be made with the employee's department head in advance for the necessary time off. The department head will determine if time off can be granted. If time is granted, it will be done so on a leave without pay basis.

Full time regular employees (who are not already on paid leave) shall be granted up to twenty-four (24) hours leave with pay to attend a funeral of their immediate family. Immediate family shall be defined as follows: spouse, children, son-in-law, brother, sister, parents, parents-in-law, daughter-in-law, and legal guardian. For attendance at funerals for relatives other than immediate family, up to four (4) hours leave with pay shall be granted by the employee's department head except in the case of grandparents where eight (8) hours shall be granted. With department head approval, up to twenty-four (24) hours vacation may be granted, in addition to regular funeral leave, for deaths of spouse, children of employee, or parents. This will be taken

from the previous years' accrued vacation or, if it is depleted, from the current year's accrued vacation.

ARTICLE XIX

TIME OFF FOR VOTING

Employees shall not be allowed times off for voting if they have three (3) consecutive hours off during the period the polls are open. In the event the employee, who is registered to vote, is not off the full three hour period, enough paid time will be given to make the three hour period as required by Iowa Code Section 49.109.

ARTICLE XX

JURY DUTY

The Employer agrees to pay each regular employee the difference between amounts received by him for pay as a juror in the state or federal courts and his regular rate of pay as an employee of the Water Works for each day of jury duty, provided the employee submits proof of his attendance at court for such hours of such day on forms offered by Employer for such purpose; further provided that each employee shall report to work as soon as possible after release from jury duty on any day of regular employment. Employee will be allowed to keep money paid for by the county, state or federal courts for mileage, provided any amount thus paid is clearly identified as such by acceptable public records.

If an employee is called for jury duty, the employee shall promptly notify his or her department head so that arrangements may be made for the employee's absence from work.

ARTICLE XXI

VACATIONS

A vacation period selection sheet shall be posted by December 1st for the following calendar year. Each full time employee shall have a choice of vacation period according to total seniority with the Employer. Beginning with the senior man in each department, a period of four

(4) days will be the limit allowed for each employee in succession to make his vacation period selection.

If vacation period selection is not made within the allotted four (4) day period, that employee will forfeit his seniority rights to vacation period selection.

Vacations may be taken any time after January 1st of each year at such time as is chosen by the employee in accordance with seniority and upon approval of the department head. Employees may divide their vacation with approval of their department heads. Probationary employees shall be entitled to take up to forty (40) hours of his/her earned vacation after the completion of their six (6) month probationary period.

All vacation time shall be used in the calendar year following the calendar year in which vacation was earned, provided, however, that this provision shall not apply to the first or last calendar year of employment.

- a. Vacation time earned during the calendar year which an employee is first employed shall be based on a vacation allowance of .8333 of a day for each full calendar month worked prior to end of the calendar year.
- b. Vacation allowance for full time employees having more than one (1) full calendar year of service with the Water Works shall be based on the following schedule. Also, employees who may leave the employ of the Water Works shall receive vacation allowance as prorated on the following schedule:
 1. For those full time employees with one (1) full calendar year of continuous service but less than ten (10) full calendar years: 80 hours with pay.
 2. For those full time employees with ten (10) full calendar years of continuous service but less than fifteen (15) calendar years: 120 hours with pay.
 3. For those full time employees with fifteen (15) full calendar years but less than twenty (20) calendar years of continuous service: 160 hours with pay.
 4. For those with over twenty (20) full calendar years of continuous employment: 200 hours with pay.

For employees leaving employment, vacation leave will be prorated in relation to employee's vacation schedule according to time worked during the year of leaving.

Those employees leaving employment shall have the option of:

1. Using vacation leave earned during year previous plus amount accrued during the year in which leaving occurs at a time prior to leaving.
2. Receiving full compensation at time of leaving in lieu of using vacation leave.
3. Any combination of (1) and (2) above that equals amount of vacation leave accrued.

Employees will not accrue vacation time during periods of unpaid leaves of absence, extended sick leave, maternity leave, or disability leave, when such leaves exceed one full consecutive pay periods. Employees who are laid off shall receive all vacation accrued as of the date of layoff but shall not continue to accrue vacation during the layoff period. If extended sick leave, maternity leave or absence due to disability occur at such a time that the employee is unable to use his previous year's vacation, the vacation time may be carried over to the next year. In the event the Employer requests an employee return to work after the employee has begun a scheduled vacation of 24 or more hours, and the employee agrees to interrupt his vacation period as requested, the employee shall receive triple time for all hours worked.

ARTICLE XXII

EXPENSES

SECTION 1.

Employer shall furnish uniforms for all employees who are required to wear uniforms without cost to such employee.

SECTION 2.

Employer shall pay the fee for obtaining a Plant Operator's License of any employee who is required to hold such a license in order to be employed by Employer.

SECTION 3.

If any employee is designated for a position which requires him to hold a valid Commercial Drivers License and such employee has been employed by Employer for at least one (1) year, Employer shall pay 50% of each license fee.

SECTION 4.

If an employee is required to provide his own transportation in performing his work for Employer, Employer shall pay such employee \$4.50 per day for transportation allowance for each day such transportation is required.

SECTION 5.

If an employee (other than workers notified of necessity for overtime before coming to work) is required to work overtime due to an emergency, such employee will be reimbursed for meal expense incurred during such overtime period in an amount not to exceed \$8.00 per meal and the meal has been authorized upon surrendering to his or her department head a receipt issued to such employee by the commercial establishment furnishing such meal to such employee. Reimbursement will be made only if over four (4) hours overtime have been worked.

ARTICLE XXIII

BULLETIN BOARDS

Employer agrees to provide a bulletin board in each department where a copy of this contract can be posted. The Union will restrict their notices to the following:

1. Union recreational and social affairs.
2. Union elections and results of such election.
3. Union appointments.
4. Union meetings.

All Union notices shall be signed by the Union President prior to posting. The Union President shall obtain permission from the General Manager to use Employer facilities for Union

activities prior to posting notice of such activity or such use. All non management notices posted without such signature may be removed and destroyed by the Employer or Union President.

ARTICLE XXIV

DUES

Upon receipt of a voluntary written individual order therefor from any of its employees covered by this agreement on forms provided by the Union, the Employer will deduct from the pay due such employee those dues required as the employees' membership dues in the Union and fees for union insurance program.

Such order shall be effective only as to membership dues becoming due after the date of delivery of such authorization to the payroll office of the employing unit. Deductions shall be made only when the employee has sufficient earnings to cover same after deductions for social security, federal taxes, state taxes, retirement, health insurance, and life insurance. Deductions shall be in such amounts as shall be certified to the Employer in writing by the authorized representative of the Union.

The deductions of all employees, dues shall be remitted, together with the Employer's computer print-out showing the names of the union members whose dues were deducted, to the Treasurer of AFSCME Council 61 by the 10th of the succeeding month, after such deduction are made.

The Employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Employer and the Union. The Employer agrees to remit any deduction made pursuant to this provision promptly to the Union together with an itemized statement showing the name of the employee from whose pay such deduction have been made and the amount deducted during the period covered by the remittance.

ARTICLE XXV

NON-UNIT EMPLOYEES

The parties recognize that the size and nature of the Employer's business demands that non-bargaining unit employees and supervisors perform work regularly assigned to employees covered by this Agreement. Accordingly, it is agreed and understood that nothing herein shall limit or restrict such practices consistent with the Employer's past practice.

ARTICLE XXV

SAVINGS CLAUSE

If any provisions of this agreement or any application of the agreement to an employee or group of employees shall be found contrary to law, then such provisions or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications of this agreement shall continue in full force and effect.

Within this contract, any reference to the male gender shall include the female gender and vice versa.

ARTICLE XXVI
CONTRACT PERIOD

This contract shall become effective January 1, 2003 through December 31, 2007. Signed
this 17th day of December, 2002.

Board of Water Works Trustees of Council
Bluffs, Iowa, Employer

By: Susan M. Johnson
Chairman

[Signature]
Trustee

[Signature]
Trustee

[Signature]
Trustee

Association of Water Works Employees of
Council Bluffs AFSCME Iowa Council 61,
Local 3642, Union

[Signature]
President

[Signature]
Secretary

[Signature]
Treasurer

[Signature]
Representative, AFSCME Iowa Council

Schedule A

Pay Plan \$

Effective January 1, 2003 through December 31, 2003

(2% Increase)

1. All employees keep their existing evaluation date.
2. Upon receiving a promotion, a license or a certificate, the employee will receive a new evaluation date.
3. Employees in Pay Grades and Steps to be eliminated shall remain in those Pay Grades or Steps until their 2003 evaluation date. On the employees evaluation date, they shall be placed into the new pay plan at the closest step to their existing pay.

Pay Grade	1 NA	2 (12MO)	3 (12 MO)	4 (12 MO)	5 (24 MO)	6 (36 MO)	7 (36 MO)	8 (36 MO)
1 NA								
2 NA								
H		10.56	10.98	11.39	11.81	12.26	12.69	13.17
3 M		1,831.64	1,904.13	1,974.85	2,047.34	2,125.13	2,201.16	2,284.25
Y		21,979.68	22,849.56	23,698.20	24,568.08	25,501.56	26,413.92	27,411.00
H		10.98	11.39	11.81	12.26	12.69	13.17	13.67
4 M		1,904.13	1,974.85	2,047.34	2,125.13	2,201.16	2,284.25	2,370.88
Y		22,849.56	23,698.20	24,568.08	25,501.56	26,413.92	27,411.00	28,450.56
H		11.39	11.81	12.26	12.69	13.17	13.67	14.19
5 M		1,974.85	2,047.34	2,125.13	2,201.16	2,284.25	2,370.88	2,461.05
Y		23,698.20	24,568.08	25,501.56	26,413.92	27,411.00	28,450.56	29,532.60
H		12.26	12.69	13.17	13.67	14.19	14.72	15.26
6 M		2,125.13	2,201.16	2,284.25	2,370.88	2,461.05	2,552.98	2,646.69
Y		25,501.56	26,413.92	27,411.00	28,450.56	29,532.60	30,635.76	31,760.28
H		12.69	13.17	13.67	14.19	14.72	15.26	15.87
7 M		2,201.16	2,284.25	2,370.88	2,461.05	2,552.98	2,646.69	2,751.01
Y		26,413.92	27,411.00	28,450.56	29,532.60	30,635.76	31,760.28	33,012.12
H		13.17	13.67	14.19	14.72	15.26	15.87	16.46
8 M		2,284.25	2,370.88	2,461.05	2,552.98	2,646.69	2,751.01	2,853.55
Y		27,411.00	28,450.56	29,532.60	30,635.76	31,760.28	33,012.12	34,242.60
H		14.19	14.72	15.26	15.87	16.46	17.04	17.70
9 M		2,461.05	2,552.98	2,646.69	2,751.01	2,853.55	2,954.32	3,069.25
Y		29,532.60	30,635.76	31,760.28	33,012.12	34,242.60	35,451.84	36,831.00
H		15.26	15.87	16.46	17.04	17.70	18.38	19.05
10 M		2,646.69	2,751.01	2,853.55	2,954.32	3,069.25	3,185.93	3,302.62
Y		31,760.28	33,012.12	34,242.60	35,451.84	36,831.00	38,231.16	39,631.44

H= Hourly M = Monthly Y = Yearly NA=Not Applicable

Shaded Grades and Steps will be eliminated during 2003

Schedule A

Pay Plan S

Effective January 1, 2004 through December 31, 2004

(2% Increase)

Pay Grade		1 (12 MO)	2 (12 MO)	3 (36 MO)	4 (36 MO)
1	H	10.77	11.62	12.50	13.44
	M	1,868.27	2,014.34	2,167.63	2,329.93
	Y	22,419.24	24,172.08	26,011.56	27,959.16
2	H	12.50	13.44	14.48	15.57
	M	2,167.63	2,329.93	2,510.27	2,699.62
	Y	26,011.56	27,959.16	30,123.24	32,395.44
3	H	13.44	14.48	15.57	16.79
	M	2,329.93	2,510.27	2,699.62	2,910.62
	Y	27,959.16	30,123.24	32,395.44	34,927.44
4	H	14.48	15.57	16.79	18.06
	M	2,510.27	2,699.62	2,910.62	3,130.63
	Y	30,123.27	32,395.44	34,927.44	37,567.56
5	H	15.57	16.79	18.06	19.43
	M	2,699.62	2,910.62	3,130.63	3,368.67
	Y	32,395.44	34,927.44	37,567.58	40,424.04

H= Hourly

M = Monthly

Y = Yearly

Schedule A

Pay Plan S

Effective January 1, 2005 through December 31, 2005

(2% Increase)

Pay Grade		1 (12 MO)	2 (12 MO)	3 (36 MO)	4 (36 MO)
1	H	10.99	11.85	12.75	13.71
	M	1,905.63	2,054.62	2,210.98	2,376.52
	Y	22,867.56	24,655.44	26,531.76	28,518.24
2	H	12.75	13.71	14.77	15.88
	M	2,210.98	2,376.52	2,560.47	2,753.61
	Y	26,531.76	28,518.24	30,725.64	33,043.32
3	H	13.71	14.77	15.88	17.12
	M	2,376.52	2,560.47	2,753.61	2,968.83
	Y	28,518.24	30,725.64	33,043.32	35,625.96
4	H	14.77	15.88	17.12	18.42
	M	2,560.47	2,753.61	2,968.83	3,193.24
	Y	30,725.64	33,043.32	35,625.96	38,318.88
5	H	15.88	17.12	18.42	19.82
	M	2,753.61	2,968.83	3,193.24	3,436.04
	Y	33,043.32	35,625.96	38,318.88	41,232.48

H= Hourly M = Monthly Y = Yearly

Schedule A

Pay Plan S

Effective January 1, 2006 through December 31, 2006

(3% Increase)

Pay Grade		1 (12 MO)	2 (12 MO)	3 (36 MO)	4 (36 MO)
1	H	11.32	12.20	13.13	14.12
	M	1,962.79	2,116.25	2,277.30	2,447.81
	Y	23,553.48	25,395.00	27,327.60	29,373.72
2	H	13.13	14.12	15.21	16.36
	M	2,277.30	2,447.81	2,637.28	2,836.21
	Y	27,327.60	29,373.72	31,647.36	34,034.52
3	H	14.12	15.21	16.36	17.64
	M	2,447.81	2,637.28	2,836.21	3,057.89
	Y	29,373.72	31,647.36	34,034.52	36,694.68
4	H	15.21	16.36	17.64	18.97
	M	2,637.28	2,836.21	3,057.89	3,289.03
	Y	31,647.36	34,034.52	36,694.68	39,468.36
5	H	16.36	17.64	18.97	20.41
	M	2,836.21	3,057.89	3,289.03	3,539.12
	Y	34,034.52	36,694.68	39,468.36	42,469.44

H= Hourly

M = Monthly

Y = Yearly

Schedule A

Pay Plan S

Effective January 1, 2007 through December 31, 2007

(4% Increase)

Pay Grade		1 (12 MO)	2 (12 MO)	3 (36 MO)	4 (36 MO)
1	H	11.77	12.69	13.66	14.68
	M	2,041.30	2,200.90	2,368.39	2,545.72
	Y	24,495.60	26,410.80	28,420.68	30,548.64
2	H	13.66	14.68	15.82	17.01
	M	2,368.39	2,545.72	2,742.77	2,949.65
	Y	28,420.68	30,548.64	32,913.24	35,395.80
3	H	14.68	15.82	17.01	18.34
	M	2,545.72	2,742.77	2,949.65	3,180.20
	Y	30,548.64	32,913.24	35,395.80	38,162.40
4	H	15.82	17.01	18.34	19.73
	M	2,742.77	2,949.65	3,180.20	3,420.59
	Y	32,913.24	35,395.80	38,162.40	41,047.08
5	H	17.01	18.34	19.73	21.23
	M	2,949.65	3,180.20	3,420.59	3,680.68
	Y	35,395.80	38,162.40	41,047.08	44,168.16

H= Hourly

M = Monthly

Y = Yearly

Schedule B

Longevity (\$)

Effective January 1, 2003 through December 31, 2003*

Employees who have been in Step 8 of the pay plan for 36 months shall be eligible for longevity pay as set out below:

Pay Grade		Longevity Step 1 (48 Months)	Longevity Step 2
3	H	0.35	0.36
	M	61.00	63.00
	Y	732.00	756.00
4	H	0.35	0.36
	M	61.00	63.00
	Y	732.00	756.00
5	H	0.40	0.40
	M	69.00	70.00
	Y	828.00	840.00
6	H	0.40	0.40
	M	69.00	70.00
	Y	828.00	840.00
7	H	0.42	0.44
	M	72.00	76.00
	Y	864.00	912.00
8	H	0.42	0.44
	M	72.00	76.00
	Y	864.00	912.00
9	H	0.48	0.51
	M	84.00	88.00
	Y	1,008.00	1,056.00
10	H	0.48	0.51
	M	84.00	88.00
	Y	1,008.00	1,056.00

H = Hourly M = Monthly Y = Yearly

Shaded Grades and Steps will be eliminated during 2003.

*As employees receiving longevity pay under the old pay plan are placed onto the new pay plan, their base pay plus longevity pay shall be added together and the employee shall move to the closest step on the new plan without a loss of pay; however, the employee will receive no longevity increases until they qualify under the new plan. For example: during the 2003 contract year, an employee in Grade 4, Step 8 (\$13.67 per hour) on the old plan who received \$.35 per hour of longevity pay (for a total of \$14.02) would move on their anniversary date to Grade 2, Step 3 (\$14.19 per hour) on the new pay plan and receive no longevity pay.

Schedule B

Longevity (\$)

Effective January 1, 2004 through December 31, 2007

Employees who have been in Step 4 of the pay plan for 36 months shall be eligible for longevity pay as set out below:

Pay Grade		Longevity Step 1 (48 months)	Longevity Step 2
1	H	.35	.36
	M	61.00	63.00
	Y	732.00	756.00
2	H	.40	.40
	M	69.00	70.00
	Y	828.00	840.00
3	H	.42	.44
	M	72.00	76.00
	Y	864.00	912.00
4	H	.48	.51
	M	84.00	88.00
	Y	1,008.00	1,056.00
5	H	.48	.51
	M	84.00	88.00
	Y	1,008.00	1,056.00

H = Hourly M = Monthly Y = Yearly

Schedule C

Summary of Disability Benefits Provided Under Article II of the Contract

Benefit. The disability benefit shall be Seventy-five Percent (75%) of weekly salary to a maximum benefit payment of \$600 per week.

Elimination Period. Thirty (30) working days for accident; thirty (30) working days for illness.

Duration of Benefits. Twenty-six (26) weeks maximum.

Definition of Disability. The employee must be completely disabled by an accident or illness, and under the care of a physician. The employee does not have to be hospitalized. Only non-occupational accidents and illnesses will be covered.

Successive Disabilities. If an employee returns to work for more than two (2) weeks, and is again disabled; new elimination and benefit periods will begin.

Integration. Weekly Income Benefits can be reduced by income received as disability or retirement benefits. This would include the Federal Social Security Act (Primary and Family Benefits), the Railroad Retirement Act, or any similar act, or any similar act or law provided in any jurisdiction. Should the combination of our benefits and any other benefits equal more than 70% on the Insured Employee's earnings, we will reduce the Weekly Income amount by the excess. Any reduction to your Weekly Income Benefit will be determined by the other income benefits at the beginning of the disability. Subsequent cost-of-living increases in these other benefits will not effect the Weekly Income Benefit.

Exclusions. Benefits will not be paid for disabilities resulting from war, active participation in a riot, attempted suicide or intentional self-inflicted injury, or participation in the commission of a felony. No benefits are payable for any day which Insured Employee works.

No employee shall be paid under the foregoing provision for loss resulting from:

- (1) Any period of disability during which the employee is not under the regular care of a physician.
- (2) Insurrection or war, declared or undeclared, or any act incident thereto, or active participation in a riot;
- (3) Any injury or disease covered by Workman's Compensation Law or Act or similar legislation unless otherwise indicated in the application.

Procedure for Payment. Upon receipt of proof that an employee, while insured for weekly indemnity benefits, shall have become continuously disabled as a result of injury or sickness, and is thereby prevented from performing any and every duty of his occupation, the company will pay weekly benefits in accordance with this schedule beginning with the day of disability specified in this schedule and continuing, during the continuance of disability, up to the maximum number of weeks specified in this schedule. The maximum number of weeks for which benefits are payable during one period of disability shall apply whether such disability is due to one or more causes.

Successive periods of disability due to the same or related causes will be considered one period of disability unless they are separated by at least two consecutive weeks of active work on a full-time basis. Successive periods of disability due to entirely unrelated causes will be considered as one period of disability unless the employee has resumed active work and has completed at least one day of employment on a full-time basis.

The Company shall have the right to require without cost to the employee a second opinion on the employee's disability. The refusal of the employee to submit to an examination requested by the employer shall suspend the employee's right to receive weekly benefits for the period of the refusal. In the event of a conflict of opinions between the employee's physician and the one selected by the employer, a third opinion shall be obtained from a physician selected by the employer without cost to the employee who is unaffiliated with either of the other two physicians who have previously rendered opinions in the case. The third physician shall have the right to examine the employee and shall be furnished with the opinions issued by the other physicians. The decision by the third physician shall be binding on both parties.

Schedule D

Job Classification Table (Classification Detail)

New Classification

Old Classification

Pay Grade 1 (formally Pay Grade 3)

Equipment Mechanic Laborer (2yr)
Building & Grounds Laborer (2yr)
Distribution Worker (2yr)
Customer Service Worker (2yr)

Apprentice Equipment Mechanic
Groundskeeper-Building Repair
Apprentice Distribution Worker
New

Custodian

Janitor I

Pay Grade 2 (formally Pay Grade 6)

Customer Service Clerk I
Distribution Operator
Building & Grounds I
Equipment Mechanic I
Service Representative I (2yr)⁴
Lead Custodian
Plant Operator (2yr)

Customer Service Clerk
Distribution Worker and Maintenance Repairer (uncertified)
Groundskeeper-Building Repairer-Maintenance Helper
Equipment Mechanic I
Utility Worker-Garage/Meter Reader
Janitor II
New (uncertified)

Pay Grade 3 (formally Pay Grade 8)

Plant Operator I
Distribution Operator I³

Service Representative II
Building & Grounds II
Equipment Mechanic II
Inventory Specialist

Plant Operator I
Distribution Worker/Maintenance Repairer/Inspection
(with WDS Grade I)
Service Representative/Field Account Representative
Assistant Building & Grounds Foreman
Equipment Mechanic II
Storekeeper

Pay Grade 4 (formally Pay Grade 9)

Plant Operator II³
Laboratory Technician¹
Distribution Operator II³

Building & Grounds Foreman
Chief Automotive Mechanic
Chief Equipment Mechanic³

Plant Operator II
Laboratory Technician
Distribution Worker – Maintenance Repairer – Inspection -
Map Technician - Leader (with WDS Grade II)
Building & Grounds Foreman
Chief Automotive Mechanic
Chief Equipment Mechanic (with WTP Grade II)

Pay Grade 5 (formally Pay Grade 10)

Plant Operator III²
Distribution Operator III^{2,3}
Chief Equipment Mechanic Operator III^{2,3}

Plant Operator III
New (Skilled Distribution Working Leader w/ WDS Grade III)
New (Chief Equipment Mechanic with WTP Grade III)

Schedule D

Job Classification Table

Grade 1 (formally Pay Grade 3)

Equipment Mechanic Laborer	Distribution Laborer
Building & Grounds Laborer	Custodian
Customer Service Clerk	

Grade 2 (formally Pay Grade 6)

Customer Service Clerk I	Lead Custodian
Distribution Operator	Building & Grounds I
Plant Operator	Equipment Mechanic I
Service Representative I ⁴	

Grade 3 (formally Pay Grade 8)

Plant Operator I	Building & Grounds II
Distribution Operator I ³	Equipment Mechanic II
Service Representative II	Inventory Specialist

Grade 4 (formally Pay Grade 9)

Plant Operator II ³	
Distribution Operator II ³	Building & Grounds Foreman
Chief Automotive Mechanic	Chief Equipment Mechanic-Plant Operator II
Laboratory Technician ¹	

Grade 5 (formally Pay Grade 10)

Plant Operator III ²
Distribution Operator III ^{2,3}
Chief Equipment Mechanic-Plant Operator III ^{2,3}

1. When position is filled by a Plant Operator, incumbent shall receive the Plant Operator grade and pay.
2. A Plant Operator, Distribution Operator, or a Chief Equipment Mechanic with the appropriate Grade IV Certificate will draw \$1.50 per hour supplemental pay.
3. An employee will change pay grades upon obtaining the license corresponding to the employee's classification (i.e., distribution worker would change pay grades for a distribution license, but not for a operation license). An employee receiving a license outside his/her classification will not receive a change in pay grade (i.e., distribution worker with both a distribution and operation license would only receive an increase in pay due to the distribution license.)
4. Employees classified as Utility Worker-Garage and Meter Reader will be credited with time spent in those positions when moved into the Service Representative I classification. As of January 1, 2003, all Utility Worker-Garage and Meter Reader employees who have spent two years in those classifications will move immediately into the Service Representative II position.